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14 Attorneys for Plaintiff
15 KENU, INC.

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 KENU, INC.,

20 Plaintiff,

21 v.

22 ESTABLISHED BRANDS, INC., et al.,

23 Defendant.

Case No. 3:16-cv-05182-JD

**STIPULATION AND [PROPOSED]
ORDER RE DISMISSAL WITH
PREJUDICE AND RETAINING
JURISDICTION RE SETTLEMENT**

1 Pursuant to Fed. R. Civ. P. 41(a) and the parties' confidential settlement agreement,
2 Plaintiff Kenu, Inc. ("Kenu") and Defendant Established Brands, Inc. ("Established Brands"), by
3 and through their undersigned counsel, stipulate to voluntary dismissal of this action with
4 prejudice. Each party shall bear its own costs and attorneys' fees.

5 The parties further stipulate and hereby request that the Court retain jurisdiction for the
6 purpose of enforcing, or adjudicating disputes arising from, the parties' settlement agreement.

7 Dated: January 18, 2017

TROUTMAN SANDERS LLP

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9 By: /s/ Marcus T. Hall

10 Marcus T. Hall
11 Dean A. Morehous
12 Craig C. Crockett
13 Ryan A. Lewis
14 Attorneys for Plaintiff
15 KENU, INC.

16 Dated: January 18, 2017

HOVEY WILLIAMS LLP

17
18 By: /s/ Peter C. Knops

19 Peter C. Knops
20 Attorneys for Defendant
21 ESTABLISHED BRANDS, INC.

22
23 **CONCURRENCE IN FILING**

24 I, Marcus T. Hall, hereby attest that the concurrence to the filing of this document has
25 been obtained from each signatory hereto.

26 /s/ Marcus T. Hall

27 Marcus T. Hall

28 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated:

Honorable James Donato
UNITED STATES DISTRICT JUDGE